

Norway-Kristiansand: Diesel fuel (EN 590)

OJ S 159/2023 21/08/2023

Contract notice

Supplies

**Legal Basis:**

Directive 2014/24/EU

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**Section I: Contracting authority**

**I.1. Name and addresses**

Official name: Returkraft AS

National registration number: 991590463

Postal address: Setesdalsveien 205

Town: KRISTIANSAND S

NUTS code: NO Norge

Postal code: 4618

Country: Norway

Contact person: Ana Maria Ågedal

E-mail: [ama@returkraft.no](mailto:ama@returkraft.no)

**Internet address(es):**

Main address: <https://permalink.mercell.com/207088056.aspx>

Address of the buyer profile: <http://www.returkraft.no/aesForside.aspx?m=2>

**I.3. Communication**

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://permalink.mercell.com/207088056.aspx>

Additional information can be obtained from the abovementioned address

Tenders or requests to participate must be submitted electronically via: <https://permalink.mercell.com/207088056.aspx>

**I.4. Type of the contracting authority**

Other type: Limited company

**I.5. Main activity**

Other activity: Incinerator plant.

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**Section II: Object**

**II.1. Scope of the procurement**

**II.1.1. Title**

DYED DIESEL 2023

Reference number: 2023/49

**II.1.2. Main CPV code**

09134220 Diesel fuel (EN 590)

**II.1.3. Type of contract**

Supplies

#### **II.1.4. Short description**

Returkraft wants to sign a framework agreement with a supplier for the delivery of Dyed Diesel to the plant.

#### **II.1.5. Estimated total value**

Value excluding VAT: 2 700 000,00 NOK

#### **II.1.6. Information about lots**

This contract is divided into lots: no

### **II.2. Description**

#### **II.2.2. Additional CPV code(s)**

09134200 Diesel fuel

#### **II.2.3. Place of performance**

NUTS code: NO092 Agder

Main site or place of performance: Returkraft's plant in Setesdalsveien 205, Kristiansand

#### **II.2.4. Description of the procurement**

Returkraft would like to enter into a contract for one (1) year, with an option for a further three (3) years (1+1+1 year) if required by Returkraft AS.

The procurement is further described in the Tender Documentation with annexes.

#### **II.2.5. Award criteria**

Criteria below

Quality criterion - Name: Delivery quality / Weighting: 30%

Price - Weighting: 70%

#### **II.2.6. Estimated value**

Value excluding VAT: 2 700 000,00 NOK

#### **II.2.7. Duration of the contract, framework agreement or dynamic purchasing system**

Duration in months: 12

This contract is subject to renewal: no

#### **II.2.10. Information about variants**

Variants will be accepted: no

#### **II.2.11. Information about options**

Options: yes

Description of options:

3 years (1+1+1 year) options

#### **II.2.13. Information about European Union funds**

The procurement is related to a project and/or programme financed by European Union funds:  
no

#### **II.2.14. Additional information**

See the tender documentation and associated annexes.

### **Section III: Legal, economic, financial and technical information**

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#### **III.1. Conditions for participation**

### **III.1.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers**

List and brief description of conditions:

1. Tenderers and any sub-supplier(s) must have fulfilled all their tax obligations.

Tenderers must present: An updated certificate for paid taxes and VAT without arrears. The certificate must not be more than 6 months old.

2. Tenderers and any sub-supplier(s) must be legally established companies.

Norwegian tenderers and any sub-supplier(s) must present an updated company registration certificate.

Foreign tenderers (and any sub-supplier(s)) must provide updated certificate(s) of:

- statutory registration in the country where the tenderer is established

- documentation that the company is registered in the Norwegian Company Register (the Brønnøysund Register Centre), or that the company will do this before the contract is signed.

3. Tenderers and any sub-supplier(s) must meet the requirements of Norwegian legislation with regard to health, safety and the environment (HSE).

Documentation requirement: An updated HSE self-declaration stating that the tenderer (and any sub-supplier(s)) meets, or if awarded the contract will meet, statutory requirements in Norway relating to health, safety and the environment. The self-declaration must be signed by a company representative and countersigned by one of the employees.

4. If a tenderer and any sub-supplier(s) plans to use hired foreign labour, sub-suppliers from abroad, or is himself a foreign registered company, the tenderer must comply with all the requirements in the laws and regulations on work in Norway. See point 2.4 in the tender documentation.

Tenderers and any sub-supplier(s) must submit a self-declaration that the tenderer has routines for and is aware of the obligations that lie with the company.

If a tenderer and any sub-supplier(s) will not use hired/sub-suppliers from abroad, this must be specifically stated in the tender letter.

5. Tenderers can have a maximum of one sub-supplier chain in the direct chain under them. A commitment statement is required for the use of a sub-supplier, as well as verification showing that the tenderer has right of use of the resources during the entire contract period. See point 2.3 in the tender documentation.

Tenderers must submit a commitment statement that confirms that the tenderer can use the resources throughout the entire contract period.

It must be clear if a tenderer will not use sub-suppliers.

### **III.1.2. Economic and financial standing**

List and brief description of selection criteria:

1. Tenderers must have complied with accounting obligations, and have sufficient economic and financial capacity to carry out the assignment.

Auditor approved annual accounts are required for tenderers for the last two accounting years that show positive equity.

If a tenderer has valid reasons for not being able to provide the documentation requested by Returkraft, the tenderer can prove his economic and financial position with any other document that Returkraft deems suitable (e.g., a bank guarantee).

2. Tenderers and any sub-supplier(s) are obliged to take out and maintain required insurances for injury and liability incidents that can occur during the contract period.

Tenderers and any sub-supplier(s) must document their updated insurance.

The coverage area must include all relevant damages and responsibilities that can occur during the contractual relationship.

The coverage area must cover all geographical areas for the assignment during the entire contract period.

## **Section IV: Procedure**

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### **IV.1. Description**

#### **IV.1.1. Type of procedure**

Open procedure

#### **IV.1.3. Information about a framework agreement or a dynamic purchasing system**

The procurement involves the establishment of a framework agreement  
Framework agreement with a single operator

#### **IV.1.8. Information about the Government Procurement Agreement (GPA)**

The procurement is covered by the Government Procurement Agreement: no

### **IV.2. Administrative information**

#### **IV.2.2. Time limit for receipt of tenders or requests to participate**

Date: 27/09/2023 Local time: 12:00

#### **IV.2.3. Estimated date of dispatch of invitations to tender or to participate to selected candidates**

#### **IV.2.4. Languages in which tenders or requests to participate may be submitted**

Danish, Norwegian, Swedish

#### **IV.2.6. Minimum time frame during which the tenderer must maintain the tender**

Duration in months: 3 (from the date stated for receipt of tender)

#### **IV.2.7. Conditions for opening of tenders**

Date: 27/09/2023 Local time: 12:00

## **Section VI: Complementary information**

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### **VI.1. Information about recurrence**

This is a recurrent procurement: no

### **VI.2. Information about electronic workflows**

Electronic invoicing will be accepted

Electronic payment will be used

### **VI.3. Additional information**

### **VI.4. Procedures for review**

#### **VI.4.1. Review body**

Official name: Kristiansand Tingrett

Town: Kristiansand

Postal code: 4618

Country: Norway

#### **VI.4.2. Body responsible for mediation procedures**

Official name: Kristiansand Tingrett

Town: Kristiansand

Country: Norway

**VI.4.4. Service from which information about the review procedure may be obtained**

Official name: RETURKRAFT AS

Postal address: Setesdalsveien 205, 4618 Kristiansand

Town: KRISTIANSAND

Postal code: 4618

Country: Norway

E-mail: [ama@returkraft.no](mailto:ama@returkraft.no)

**VI.5. Date of dispatch of this notice**

16/08/2023